

**MEMORANDUM OF AGREEMENT BETWEEN  
THE  
COUNTY OF SAN DIEGO AND THE  
DEPUTY SHERIFFS' ASSOCIATION OF SAN DIEGO COUNTY**

**SHERIFFS MANAGEMENT (SM) UNIT**

**JUNE 22, 2018- JUNE 22, 2023**

**BOARD OF SUPERVISORS**

District 1 - Greg Cox  
District 2 - Dianne Jacob  
District 3 - Kristin Gaspar  
District 4 - Ron Roberts  
District 5 - Bill Horn

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BETWEEN THE  
COUNTY OF SAN DIEGO  
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**SHERIFFS' MANAGEMENT (SM) UNIT**

**JUNE 22, 2018- JUNE 22, 2023**

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**ARTICLE 1. PREAMBLE**

THIS MEMORANDUM OF AGREEMENT is entered into by the County of San Diego, said political subdivision hereafter designated as "County" and the Deputy Sheriffs' Association of San Diego County, hereafter designated as "Association" as a mutual agreement of those wages, hours, and conditions of employment which are to be in effect during the period June 22, 2018 through June 22, 2023, for those employees working in classifications in the representation unit referred to in Article 2, Section 1 hereof.

**ARTICLE 2. ASSOCIATION RIGHTS**

**Section 1. Recognition**

Pursuant to the provisions of the Labor Relations Ordinance of the County of San Diego and applicable State law, the Deputy Sheriffs' Association was certified on June 12, 1979 as the majority representative of County employees in the Sheriffs' Management (SM) unit. The County recognizes the Association as the sole and exclusive representative for the Sheriffs' Management representation unit, consisting of classes known as Sheriff's Captain and Sheriff's Commander (listed in the Appendix of this Agreement) and such classes as may be added to the unit during the term of this Agreement.

**Section 2. Payroll Deduction**

Upon the receipt of a written request and authorization from an employee for deduction of Association dues and other lawfully permitted deductions, the Association shall withhold such dues and deductions from the salary of the employee and remit the withholdings. The County shall continue to withhold such deductions unless the employee files a statement with Association withdrawing authorization for the continued withholding of the deductions. The effective date of withholding, time of remitting withholdings to the Association, the effective date of discontinuance and all procedural matters shall be determined in accordance with the rules and regulations of the Auditor

## ARTICLE 2. ASSOCIATION RIGHTS (Cont'd)

and Controller. It is not the County's intent to alter current practices for authorized employee deductions.

### Section 3. Association Access

The Association shall provide and maintain with the County's Labor Relations Office, a current list of the names of all authorized representatives of the Association. An authorized representative shall have the right to contact an individual employee represented by the Association in a County facility during the employee's work hours on matters concerning wages, hours and other terms and conditions of employment. Such a representative shall make arrangements with the Division Commander or designee of the Division Commander responsible for the operation of the County facility prior to entering the work location of the employee. The Division Commander or designee of the Division Commander shall have the right to make arrangements for a contact location removed from the work area of the employee.

### Section 4. Bulletin Boards

The County will furnish adequate bulletin board space which shall be no smaller than 4' x 4' at locations mutually agreeable to the Association and the Sheriff for the exclusive use of the Association. The bulletin boards shall only be used for posting:

- A. Association election materials.
- B. Association official business reports of the Board of Directors or committees.
- C. Association news bulletins and meeting notices.
- D. Association membership benefits, programs, promotional information.
- E. Other written material which has been approved for posting by the Department.

The Association shall be responsible for maintaining bulletin boards exclusively used by the Association in an orderly condition and shall promptly remove outdated materials.

## ARTICLE 3. NO DISCRIMINATION

In receiving the rights afforded by this Agreement, no person shall in any way be favored or discriminated against, to the extent prohibited by law because of political or religious opinions or affiliations, or because of racial or national origin, or because of age, sexual orientation, or sex or physical handicap.

## ARTICLE 4. WAGES

## ARTICLE 4. WAGES (Cont'd)

### Section 1. Wages

#### A. Wage Rates

1.

3% wage increase effective June 22, 2018  
3% wage increase effective June 21, 2019  
3% wage increase effective June 19, 2020  
2% wage increase effective June 18, 2021  
2% wage increase effective July 1, 2022

2. Top Step

- Effective June 22, 2018, add an additional 2.5% top step to all classifications.
- Effective June 19, 2020, increase that top step to 5% for all classifications.

#### B. Direct Deposit

Effective July 1, 2001, all employees must have made arrangements for the direct deposit of their paychecks via electronic fund transfer into the financial institution of their choice using forms approved by the Auditor & Controller. Employees may have their payroll advice statements mailed to their address on file with the County.

### Section 2. Quality First Program

A Quality First Performance based incentive plan may be instituted in County departments. The purpose of Quality First will be to insure the achievement of quality service and customer satisfaction.

The establishment, disestablishment, administration and regulation of Quality First programs shall be at the discretion of the County and shall not be subject to appeal under the Grievance Procedure of this Agreement.

Quality First programs are separate from and in addition to other current discretionary award programs for County employees.

#### Employee Eligibility Criteria:

Eligibility to participate in the Quality First Program requires that, during each applicable plan year:

1. The employee must have begun his/her employment with the County on or before December 31<sup>st</sup>;

#### ARTICLE 4. WAGES (Cont'd)

2. The employee must not have received a sub-standard performance evaluation or equivalent rating; and
3. The employee must not have received final disciplinary action, which includes any County appeal or County review procedures, including the Civil Service Commission. (*Disciplinary actions are defined as those formal actions that are recognized by the Civil Service Rules, Section 7.3. but shall not include written reprimands.*)

#### Section 3. Step Advancement

##### A. Performance-Based Advancement

Employees covered by this agreement may not advance to the next higher step if, for the preceding performance rating period, the employee's overall performance was rated at a below standard level (i.e., unsatisfactory, improvement needed).

Employees may advance to the next higher step if, for the preceding performance rating period, the employee's overall performance was rated standard or higher.

- B. Provided that the conditions set forth in A. herein have been met, each employee shall be required to complete the specified number of full months of continuous paid regular service at each step of the salary schedule set forth in the Appendix prior to advancing to the next step on the schedule. Such months in service for each step shall be:

Step	Months
1	Six
2	Twelve
3	Twelve
4	Twelve
5	Twelve

#### Section 4. Retention Incentive Program

- Effective June 21, 2019, create 2.5% retention premium for 20 years of service with the County of San Diego.
- Effective June 18, 2021, increase the retention incentive to 5% for employees with 20 years of service with the County of San Diego.
- Effective for all "new members", as defined by Government Code section 7522.04(f), hired into the bargaining units on or after implementation of Safety Tier D (i.e., 2.5%@57 formula), an additional retention premium of 5% (for a total of 10%) at 25 years of service with the County of San Diego.

## ARTICLE 5. HOURS OF WORK, PREMIUMS AND BONUSES

### Section 1. Hours of Work

#### A. Hours of Work

Biweekly compensation prescribed in the Appendix is based on a full-time schedule of eighty-five (85) working hours in each standard work period. Paid time is standard duty time worked plus any paid leave.

Nothing in this Agreement shall be construed to guarantee or limit the number of hours to be worked per day, per pay period, or for any other period of time.

The standard work period is fourteen (14) consecutive days starting on a Friday and ending on Thursday fourteen (14) days later.

#### B. Meal Periods

1. Uniformed Sworn Personnel Assignment As Defined By The Sheriff: Meal periods for employees in uniform assignments shall be one half (1/2) hour inclusive of their regular work day regardless of the length of their shift. Such paid meal periods shall generally be taken at approximately the middle of their scheduled shift as determined by supervision.
2. Non-Uniformed Sworn Personnel Assignment As Defined By The Sheriff: Meal periods for employees in non-uniform assignments shall be one half (1/2) hour exclusive of their regular work day regardless of the length of their shift. Such unpaid meal periods shall generally be taken at approximately the middle of their scheduled shift as determined by supervision.

### Section 2. Calculation of Premiums and Bonuses

Premiums are paid in addition to the employee's base wage rate. Premiums designated as a percentage are calculated as a percentage of the employee's base rate for each individual premium. Premiums are not compounded or pyramided.

### Section 3. Temporary Assignment Pay

When the appointing authority determines it is necessary to cover a position from which the incumbent is absent or which is temporarily vacant for any reason, the appointing authority may assign an employee in a lower class to temporarily perform the duties of the vacant position in a higher class in accordance with the following:

- A. A written request shall be submitted by the appointing authority prior to the assignment (or in an emergency, within five (5) working days thereafter), to the

## ARTICLE 5. HOURS OF WORK, PREMIUMS AND BONUSES (Cont'd)

Director, Department of Human Resources.

- B. The Director, Department of Human Resources, has approved the appointing authority's temporary assignment.
- C. The employee proposed to be assigned to the higher class is qualified to perform the duties of the higher class.
- D. The employee will remain in his/her current class during the time he/she is assigned to perform the duties of the higher class.
- E. The assignment must be for over four (4) weeks, but must not exceed twenty-six (26) weeks.
- F. The employee so assigned shall be compensated by receiving, in addition to base rate of compensation which has been established for his/her current class, a "bonus rate." This bonus rate shall be the difference between the rate of compensation for his/her current class and that of the higher class.
- G. The amount of the "bonus rate" in F. is determined by:
  - 1. Equating the employee's current hourly rate with the same hourly rate in the higher class and advancing one step; or
  - 2. If the higher class does not contain an hourly rate that equates with the employee's current hourly rate, then the "bonus rate" shall be determined by setting the compensation one step above the next highest hourly rate in the higher classification; provided, however, that the higher rate of compensation shall be set at the entry step when the entry step of the higher class exceeds the top step of the current class by a percentage difference of five percent (5%) or more when rounded to the nearest tenth of a percent.

### Section 4. Education Bonus

- A. Sheriff's Captain or a Sheriff's Commander who possesses a Peace Officer Standards and Training Management Certificate shall be compensated at eleven percent (11%) above the base hourly wage rate established for the Captain or Commander in the Appendix.
  - 1. A Sheriff's Detention Captain (Class 5783) who possesses a Post Management Certificate shall be compensated at six percent (6%) above the base hourly wage rate established in the Appendix.

Such employees becoming eligible for this bonus by receiving the Post Management Certificate shall furnish satisfactory evidence that

## ARTICLE 5. HOURS OF WORK, PREMIUMS AND BONUSES (Cont'd)

he/she possesses such a certificate.

2. A Sheriff's Commander assigned to Detentions or a Sheriff's Detention Captain (Class 5783), who possesses a Bachelor of Arts or Bachelor of Science degree from an accredited college/university shall be compensated six percent (6%) above the base hourly wage rate established in the Appendix.

Such employees becoming eligible for this bonus by receiving a degree shall furnish satisfactory evidence that he/she possesses such degree.

## ARTICLE 6. PAID LEAVES

The County shall observe the following holidays:

1. Independence Day, July 4
2. Labor Day, First Monday in September
3. Veterans Day, November 11
4. Thanksgiving Day, Fourth Thursday in November
5. Day after Thanksgiving, Fourth Friday in November
6. Christmas Day, December 25
7. New Year's Day, January 1
8. Dr. Martin Luther King, Jr. Day, Third Monday in January
9. President's Day, Third Monday in February
10. Cesar Chavez Day, March 31
11. Memorial Day, Last Monday in May

### Section 1. Holidays and Holiday Compensation

In addition, any other day of national mourning or celebration provided that it has been proclaimed by the Board of Supervisors, and provided that the Board directs the closure of all County offices for public service. Any such holiday shall be granted only to those employees who are regularly scheduled to work on the day for which such holiday is proclaimed by the Board.

#### A. Days of Holiday Observation

Holidays which fall on Sunday shall be observed on the following Monday.  
Holidays which fall on Saturday shall be observed on the preceding Friday.

#### B. Floating Holiday Bucket

In lieu of Admissions Day and the Employee's Birthday Holiday, all employees who have paid service in Payroll 02, shall be entitled to seventeen (17) hours of

## ARTICLE 6. PAID LEAVES (Cont'd)

floating holiday time. This time may be taken beginning in Payroll 03 at a time agreeable to both employee and the appointing authority.

An employee may accumulate a maximum balance of 25.5 hours of floating holiday time. Any balance that exceeds 25.5 hours will automatically be reduced to the 25.5 hours maximum accrual limit.

These holidays are not subject to terminal leave pay.

### C. Eligibility for Holidays

Only employees paid at a biweekly rate are entitled to paid holidays. Employees who are on paid status the entire work day before as well as the entire day after a holiday shall receive compensation for eight-and-one-half (8½) hours of holiday time. Permanent part-time employees' compensated holiday time shall be equivalent to one-tenth (1/10th) the number of regularly scheduled hours in that employee's biweekly pay period.

### D. Compensation for Holidays Worked

Employees who are required to work on a day observed by the County as a holiday, shall be compensated at straight time compensatory time for each hour worked on the holiday up to a maximum of eight-and-one-half (8½) hours, or one-tenth (1/10th) the number of regularly scheduled hours in the employee's biweekly pay period, whichever is less.

### E. Holiday Occurring on a Scheduled Day Off

Except for holidays occurring on a Saturday or Sunday, if a holiday falls on an employee's regularly scheduled day off, the employee will receive the equivalent of one-tenth (1/10th) the number of regularly scheduled hours in the employee's standard work period. Sunday holidays will be observed on Monday.

## Section 2. Vacation

Vacation is paid time off earned by eligible employees.

### A. Eligibility

To earn vacation credit, or become entitled to take vacation, an employee must be paid at a biweekly rate.

An employee's vacation earned becomes available for use as it is accrued, and may be used in the payroll period following the payroll period in which it was earned. However, no vacation credits shall be eligible for terminal payment until the employee has completed a minimum of one year (12 months) of continuous

## ARTICLE 6. PAID LEAVES (Cont'd)

paid service in his/her current employment except when the separation is because of layoff.

### B. Earnings

Eligible employees earn vacation credit as follows:

Years of Continuous Service During Present Employment	Vacation Credit For Each Hour of Regularly Scheduled Paid Service	Hour/Day Approx. Equivalent For Full-Time Employees Over One Year (26 Biweekly Pay Periods)
Less than 5	4.615% of working hr.	102 hrs/12 work days
5 to 15	6.548% of working hr.	144.5 hrs/17 work days
15 or more	8.461% of working hr.	187 hrs/22 work days

The rate of earned vacation shall be changed at the beginning of the standard work period following entitlement to such change.

When an employee is reinstated after layoff or disability retirement, the continuous service date held immediately prior to the layoff or disability shall be used for vacation computation.

### C. Granting Requests, Schedules

Vacation schedules shall be arranged by the appointing authority in a manner which assures appropriate coverage of service needs and considers the wishes of the employees. Each employee's vacation request shall be subject to the approval of the appointing authority who shall determine when vacation time shall be taken. At the discretion of the appointing authority, an employee's annual vacation time may be divided into separate time periods if the needs of the service require such division.

An employee may be permitted to alter his or her scheduled vacation time upon the approval of the appointing authority. Vacation may be taken by an employee for time segments of no less than one (1) hour with the approval of the appointing authority.

The appointing authority may require an employee to take vacation time. Unless requested by the employee, no vacation will be scheduled for a time period of less than five (5) consecutive work days by the appointing authority.

### D. Maximum Allowable Accumulation

1. The balance of an employee's vacation credits of record (including

## ARTICLE 6. PAID LEAVES (Cont'd)

vacation earned but not credited), hereinafter "accumulation", shall not exceed an amount equal to twice the annualized current vacation earnings rate of the employee or of the vacation credits designated as the employee's "High Water Mark". This is the employee's "Maximum Balance".

2. In any payroll period, an employee shall earn vacation equal to the lesser of:
  - a. The earnings specified in Section B. above; or,
  - b. The amount of earnings necessary which, when added to the employee's existing accumulation, will cause the accumulation to equal the employee's Maximum Balance.
3. If, at the end of any payroll period, an employee's accumulation equals or exceeds the employee's Maximum Balance, no vacation credits shall be earned by the employee for that payroll period.
4. Employees whose vacation accumulation exceeds their Maximum Balance on the effective date of this agreement will not have the excess credits removed except through normal usage (including Catastrophic Leave donations), pay down in accordance with Section 2.E. below, pay off in accordance with Sections 2.F. or 2.G. below, or adjustment required to correct an error.
5. The County shall notify employees who have reached eighty percent (80%) of their Maximum Balance.

### E. Vacation Credit Paydown

An appointing authority may authorize a portion of an employee's vacation credits to be converted to a cash payment under the following circumstances:

1. The employee's vacation balance has exceeded an amount equal to eighty percent (80%) of his/her Maximum Balance; and
2. The employee is, or imminently will be, foregoing vacation credit accruals due to reaching the Maximum Balance; and
3. The employee has used one-half (50%) of his/her authorized annualized vacation accrual for the period inclusive of payroll 07 of the previous fiscal year and payroll 06 of the current fiscal year; and
4. The employee has requested, and been denied, use of vacation prior to reaching his/her Maximum Balance.

## ARTICLE 6. PAID LEAVES (Cont'd)

5. The paydown shall be limited to a maximum amount of four-thousand dollars (\$4,000) per fiscal year, which will leave a remaining balance of no less than seventy-five percent (75%) of the Maximum Balance.
6. When an employee is to be paid or credited the monetary value of vacation, such compensation shall be made on the basis of the employee's basic rate of pay at that time plus those applicable premiums or bonuses which are being paid as part of the employee's hourly rate at the time of separation exclusive of any biweekly fixed dollar amount premiums and any other premiums specifically identified as excluded from terminal payout.

### F. California Labor Code Section 4850 Exception

Notwithstanding Section E (3) above, an employee who is on California Labor Code Section 4850 time for a period of six (6) months or more within the last twelve (12) month period and the employee is, or imminently will be, foregoing vacation credit accruals due to reaching the Maximum Balance, may have vacation credits converted to a cash payment as described in Section E above.

### G. Vacation Credits at Separation from County Service

At the time an employee is separated from the County service, the monetary value of all vacation entitlement shall be paid. An employee retiring from County service may be granted a terminal vacation in lieu of being paid its monetary value. An employee on terminal vacation shall not earn any vacation credit.

When an employee is to be paid the monetary value of vacation, such compensation shall be made on the basis of the employee's basic rate of pay on the date of separation which shall include those premiums or bonuses which are being paid as part of the employee's hourly rate at the time of separation exclusive of any biweekly fixed dollar amount premiums and any other premiums specifically identified as excluded from terminal payout.

#### Vacation Credits

All employees shall participate in the County's Terminal Pay Plan (Plan). However, only the terminal paychecks (including unused vacation) of those employees who have reached the age of fifty (50) shall be placed into the Plan. These terminal paychecks shall be placed into the Plan on a pre-tax basis in accordance with the Plan, all applicable laws and all rules and regulations applicable to the Plan.

### H. One-Time Paydown as of January 12, 2001 (Payroll 15)

1. Eligible employees are those who have excess vacation balances as

## ARTICLE 6. PAID LEAVES (Cont'd)

specified on the January 12, 2001 vacation report.

Implementation of "High Water Mark" and one-time pay down procedure of excess vacation balances: Based on the vacation report dated January 12, 2001, an employee whose vacation balance exceeds the employee's Maximum Balance (two times the employee's annual accrual) shall: (a) have his/her balance of vacation credits designated as that employee's "High Water Mark"; and (b) receive cash for his/her excess vacation credits as follows:

- a. Employees whose vacation credits as of January 12, 2001 are in excess of the Maximum Balance, shall be assigned a "High Water Mark" which is the employee's total balance of record as of January 12, 2001. This High Water Mark shall function as the employee's Maximum Balance as set forth in 2.D. herein. Thereafter, the employee may accrue vacation credits up to his/her Maximum Balance/High Water Mark.
- b. Employees with excess vacation credits worth more than four thousand dollars (\$4,000) will receive a cash payment of four thousand dollars (\$4,000). The employee's vacation credits will be reduced accordingly.
- c. Employees with excess vacation credits worth less than four-thousand dollars (\$4,000) will receive a cash payment of the number of vacation credits equal to the employee's annual accrual, not to exceed four-thousand dollars (\$4,000). The employee's vacation credits will be reduced accordingly.

No employee will receive more than four thousand dollars (\$4,000) under this provision.

### 2. The one-time cash payment shall be:

- a. Administered in accordance with the regulations of the Auditor and Controller, provided that the employee has sufficient vacation credits available and shall not result in a remaining balance of less than eight-five (85) hours.
- b. Concurrent with FY 2000-01 Pay Period #15 and shall be made on the basis of the employee's basic rate of pay effective on January 12, 2001 which shall include those premiums or bonuses which are paid as part of the employee's hourly rate exclusive of any biweekly fixed dollar amount premiums and any other premiums specifically identified as excluded from terminal payout.

## ARTICLE 6. PAID LEAVES (Cont'd)

### Section 3. Bereavement Leave

Bereavement leave is paid leave which is available to an employee at the time of death or funeral of a member of the employee's immediate family.

#### A. Eligibility

Only biweekly rate employees on paid status shall be eligible for paid bereavement leave.

#### B. Amount of Leave

Bereavement leave shall not exceed three (3) work days for the death of a member of the employee's immediate family. In addition, an employee shall be entitled to use two (2) days of sick leave as bereavement leave.

Leave granted under this Section shall be taken at the time of the death or funeral and shall not be deducted from other leaves of absence or compensatory time off to which the employee may be entitled; except as provided immediately above.

#### C. Immediate Family

Immediate family includes husband, wife, child, stepchild, brother, brother-in-law, stepbrother, sister, sister-in-law, stepsister, grandmother, grandfather, grandchild, parent, step-parent, parent-in-law, or any person serving as a parent, or who has served as a parent, or any other person living in the same household as the employee.

### Section 4. Sick Leave

Sick leave is paid leave earned and granted to an eligible employee for absences from work caused by personal illness or injury, for emergency or routine medical or dental appointments, and for reasonable travel time to and from health care facilities. An employee who is incapacitated for work because of pregnancy may be granted sick leave upon presentation of satisfactory evidence from a physician verifying the incapacity. An employee may also be granted up to a maximum of sixty (60) hours of paid sick leave in a twelve (12) month period for the purpose of caring for a member of his/her immediate family, as defined in paragraph C. below, who is ill or injured. In addition, if the employee requests paid sick leave in excess of sixty (60) hours in order to care, or arrange care, for a member of his/her immediate family who is critically or terminally ill, additional sick leave is available to the employee when granted by the appointing authority upon receipt of satisfactory verification from a physician.

#### A. Eligibility

## ARTICLE 6. PAID LEAVES (Cont'd)

Employees eligible to earn sick leave credits are those employees who are paid at a biweekly rate, and who have regularly scheduled paid service of no less than one-half of the standard eighty-five (85) hour work period.

### B. Earnings

Eligible employees shall earn sick leave credit at the rate of five percent (5%) of the employee's regularly scheduled hours per standard work period. The hour/day approximate equivalent sick leave accrual for full-time employees over one year (26 pay periods) is one hundred ten and one-half (110½) hours, or thirteen (13) days. Sick leave is credited in units of one-tenth (1/10th) of one (1) hour, up to a maximum of four-and-one-quarter (4.25) hours, at the beginning of the standard work period following the one in which it was earned.

### C. Definition of Immediate Family

Immediate family includes husband, wife, child, stepchild, brother, stepbrother, sister, stepsister, parent, stepparent, or any person serving as a parent, or who has served as a parent, or any other person living in the same household as the employee.

### D. Use of Sick Leave

Sick leave is available the first day of the standard work period following the standard work period in which it was earned. Use of sick leave is subject to the approval of the appointing authority. Upon request of an employee, the appointing authority may allow the substitution of five (5) or more days of sick leave for paid vacation, provided the employee furnishes a doctor's statement or other satisfactory evidence that the employee was ill or injured for five (5) or more consecutive days.

### E. Request for Sick Leave

Each request for sick leave shall set forth the reasons for the request and such further information as may be required. Each request for more than five (5) work days of sick leave shall be accompanied by a doctor's verification or other evidence satisfactory to the appointing authority which demonstrates the employee's incapacity to return to work or necessity to be absent. A request because of the death of a member of the employee's immediate family will not require such verification.

Upon request of the appointing authority, an employee shall be required to provide the above-described verification of the proper use of sick leave prior to the expiration of five (5) work days, if the appointing authority has cause to require such earlier verification and has so informed the employee prior to or during the employee's absence.

## ARTICLE 6. PAID LEAVES (Cont'd)

### F. Compensation for Unused Sick Leave

Employees who have reached the age of fifty (50), upon retirement, deferred retirement, disability retirement from County Service, or death, may elect to convert sick leave credits to cash or retirement service credits as follows:

1. Eligible employees may convert all or a portion of their sick leave balance to cash at fifty percent (50%) of its value, except all employees shall participate in the County's Terminal Pay Plan (Plan). However, only the terminal paychecks of those employees who have reached the age of fifty (50) shall be placed into the Plan. These terminal paychecks shall be placed into the Plan on a pre-tax basis in accordance with the Plan, all applicable laws and all rules and regulations applicable to the Plan. One hundred percent (100%) of all sick leave credits that are paid to the employee in cash at fifty percent (50%) of their value will be removed from the employee's sick leave balance. Notwithstanding any other provision, a "new member" as defined in Government Code section 7522.04(f) is not eligible to participate in the County's Terminal Pay Plan.
2. Eligible employees may, upon retirement, deferred retirement, disability retirement from County Service, or death, convert all or a portion of their sick leave balance into retirement service credits subject to the rules and regulations of the San Diego County Employees' Retirement Association, provided that:
  - a. The employee has completed five (5) or more years of continuous service during that employee's present employment; and
  - b. The employee's sick leave balances totals one hundred (100) hours or more.
3. Eligible employees who have reached the age of fifty (50) but not satisfied (1) or (2) shall receive cash at fifty percent (50%) of the value of that employee's accumulated sick leave credits.
4. Eligible employees who have not reached the age of (50) who retire, voluntarily terminate, or die, shall receive cash at fifty percent (50%) of the value of that employee's accumulated sick leave credits.

### G. Calculation of Compensation for Unused Sick Leave

When an employee is paid the monetary value of sick leave as provided above, such compensation shall be calculated on the basis of the employee's base rate of pay on the date of separation, which shall include those premiums or bonuses which are being paid as part of the employee's hourly rate at the time of separation exclusive of any biweekly fixed dollar amount premiums and any other premiums specifically identified as excluded from terminal payout.

## ARTICLE 6. PAID LEAVES (Cont'd)

### H. Cancellation and Restoration of Sick Leave Credits

1. An employee's sick leave credits shall be canceled, subject to 2. below, upon separation from County Classified Service, or upon changing from a biweekly rate of pay.
2. Employee sick leave credits accrued at time of separation, and which have not been subject to payout, shall be restored under the following conditions:
  - a. An employee returns to duty within three (3) years after separation because of layoff or disability retirement; or
  - b. An employee returns to duty within twelve (12) months following separation from temporary or seasonal retirement; or
  - c. To the extent that recovery is made by the County either through Worker's Compensation Act benefits or claim against a responsible third party, of compensation, including any salary, vacation, sick leave and retirement credits paid an employee during absence on sick leave. Restored credits shall be computed on the basis of the employee's wage rate granted as sick leave during the time of absence.

Credits shall be restored in full hour units with fractions of an hour disregarded.

### I. Reserve Sick Leave Credit

At time of hire, an employee is credited ten (10) days reserve sick leave pending normal accrual during the first year of employment.

## Section 5. Military Leave

Any employee who is or becomes a member of the Armed Services, Militia or Organized Reserves of California or the United States shall be entitled to the leaves of absence and employment rights and privileges provided by the Military and Veterans Code of the State of California.

Every military leave shall be subject to review and approval by the Director, Department of Human Resources.

Employees who have been ordered to military service must submit notice (either orally or in writing) of their need for leave. Employees must provide 30 days advance notice of the need for the leave if practicable.

## ARTICLE 6. PAID LEAVES (Cont'd)

### Section 6. Administrative Leave

#### A. Definition

Administrative leave means the employee's non-disciplinary paid absence from duty imposed by the appointing authority under specified conditions.

#### B. Eligibility

Bi-weekly rate employees shall be eligible to receive administrative leave.

#### C. Conditions

The appointing authority may direct an eligible employee to take administrative leave only if there is the occurrence, or the likelihood for the occurrence of, emergency or extraordinary circumstances which satisfy either one or both of the following two conditions:

1. The immediate removal of the employee from the County work site is essential to avert harm to the County (including unauthorized destruction or removal of any property or records of the County), the public, other County employees, or the employee himself or herself, and that such circumstances are sufficiently unclear to make a final determination without an investigation of whether the employee contributed or may contribute to such harm.
2. The removal of employee from the County work site is essential to insure the conduct of a full, fair and complete investigation of such emergency or extraordinary circumstances.

#### D. Ineligibility

Notwithstanding subsections B. and C. above, the employee shall not be eligible to be placed on administrative leave if:

1. The appointing authority is able to avert the occurrence of the circumstances specified under subsections C.1 or C.2 above, by reassigning the employee to other duties or to a different work site within the department; or
2. The employee agrees to take accumulated paid leave time off at the request of the appointing authority; or
3. The emergency or extraordinary circumstances, referenced under subsection C. above, are, as a result of the Skelly hearing, sufficiently clear to indicate that the employee's conduct has caused such

## ARTICLE 6. PAID LEAVES (Cont'd)

circumstances and that such conduct constitutes grounds for immediate suspension or termination pursuant to Rule VII of the County of San Diego Civil Service Rules.

### E. Procedures

1. The appointing authority shall provide the employee written notice of the administrative leave, its effective date and duration, and the reasons for placing the employee on such leave. A copy of this notice shall be sent to the Director and the Payroll Division of the Auditor and Controller.
2. The appointing authority shall commence an investigation of the emergency or extraordinary circumstances not later than one (1) working day following the date of the written notice of administrative leave to the employee. The appointing authority may commence such investigation prior to the date of the written notice.
3. If prior to the end of the administrative leave period (as specified in the written notice to the employee), the appointing authority determines that the employee's absence is no longer essential, the appointing authority shall notify the employee that administrative leave is no longer authorized effective the next working day and direct the employee to return to duty on such date. Such notice may be oral, but must be memorialized in the form of written notice which shall be provided to the employee. A copy of this notice shall be sent to the Director and the Payroll Division of the Auditor and Controller.

### F. Duration

1. Administrative leave may be authorized for up to ten (10) working days for each separate and distinct set of emergency or extraordinary circumstances as set forth under subsection C. above. Administrative leave may be extended for up to an additional twenty (20) working days if more time is needed to complete the investigation, subject to the approval of the Director. In cases of criminal investigations by law enforcement agencies or pending Skelly hearings, further leave may be extended upon approval of the Director. The employee shall be notified of any extension of the administrative leave. Such notice may be oral, but must be memorialized in the form of written notice which shall be provided to the employee prior to the end of the extension of the administrative leave. A copy of this notice shall be sent to the Director and the Payroll Division of the Auditor and Controller.
2. The duration of administrative leave, including any extension thereof, shall not continue beyond the day the appointing authority determines, based upon the investigation of the facts and circumstances, that the employee's

## ARTICLE 6. PAID LEAVES (Cont'd)

absence from the County work site is no longer essential.

3. At the end of the ten (10) day period of authorized administrative leave, or thirty (30) day period if extended, the employee shall return to duty, unless:
  - a. Other forms of authorized leave are approved by the appointing authority; or
  - b. A final order of suspension or termination against the employee has been implemented.

## Section 7. Catastrophic Leave Program

Leave credits, as defined below, may be transferred from one or more employees to another employee, on an hour-for-hour basis, in accordance with departmental policies upon the request of both the receiving employee and the transferring employee and upon approval of the employee's appointing authority, under the following conditions:

- A. The receiving employee is required to be absent from work due to injury or the prolonged illness of the employee, employee's spouse, registered domestic partner, a domestic partner listed on an "Affidavit of Enrollment of Domestic Partners" submitted to employee benefits, parent, or child, has exhausted all earned leave credits, including but not limited to sick leave, compensatory time, holiday credits and disability leave and is therefore facing financial hardship.
- B. The transfers must be for a minimum of four (4) hours per transaction and in whole hour increments thereafter.
- C. Transfers shall be allowed to cross departmental lines in accordance with policies of the receiving department.
- D. The total maximum leave credits received by an employee shall normally not exceed five hundred and twenty (520) hours; however, if approved by his/her appointing authority, the total leave credits may be up to one thousand and forty (1,040) hours. Total leave credits in excess of one thousand and forty (1,040) hours will be considered on a case-by-case basis by the appointing authority subject to the approval of the Chief Administrative Officer.
- E. The transfers are irrevocable, and will be indistinguishable from other leave credits belonging to the receiving employee. Transfers will be subject to all taxes required by law.
- F. Leave credits that may be transferred under this program are defined as the transferring employee's vacation credits or up to twenty-four (24) hours of sick leave per fiscal year.

## ARTICLE 6. PAID LEAVES (Cont'd)

- G. Transfers shall be administered according to the rules and regulations of the Auditor and Controller, and made on a form prescribed by the Auditor and Controller. Approvals of the receiving and donating employee, the donating employee's appointing authority and the receiving employee's appointing authority (in the case of an interdepartmental transfer) will be provided for on such form.
- H. Eligibility to be a receiving employee in this program is not subject to the Grievance Procedure of this Agreement.

### Section 8. Disputes: Paid Leaves

Except for Section 7. Catastrophic Leave, any disputes which may arise concerning the application or interpretation of the paid leave provisions of this Agreement shall have recourse to the Grievance Procedure herein and shall not be appealable to the Civil Service Commission.

### Section 9. Association President's Leave

The Association President shall be allowed release time from regularly scheduled duties for the purpose of Association business pertaining to the County of San Diego. Such release time is for a maximum of eighty-five (85) hours in a work period as defined in the Memorandum of Agreement and two thousand two hundred and ten (2,210) hours per fiscal year.

#### Requesting Leave

The Association shall direct the request for release time to the Sheriff in writing at least thirty (30) days prior to the period of the specified requested leave, in order to allow time to arrange sufficient relief if required. Less than thirty (30) days notice will be acceptable to the Department provided operational needs have been addressed.

#### Leave Accounting

Leave Accounting will be established for the administration of this program. Each employee in the DS and SM units who have paid service in Payroll 01 of each year will have an equal number of hours deducted from their eight and one-half (8 ½) hours Floating Holiday time (County Comp Time) in Payroll 02.

#### Compensation and Benefits

The released Association President will use leave while performing as the Association President and be compensated at his/her base rate of pay exclusive of any previously held specialty assignments or premium pay for duties not being performed while on Association President's Leave. The Association President will be eligible for all applicable employee benefits of a regular employee.

## ARTICLE 6. PAID LEAVES (Cont'd)

Base Rate Pay includes the following, provided eligibility requirements to participate have been met:

- Education Bonus, Article 4, Section 2.B
- Detective Assignment Premium, Article 5, Section 15
- Corporal Assignment Premium, Article 5, Section 16
- Quality First Program, Article 4, Section 1.C

The following premiums are excluded from the Base Rate Pay:

- Helicopter Duty Premium, Article 5, Section 4
- Premium for Sworn Personnel Assigned to the Sheriff's Rural Law Enforcement Program, Article 5, Section 5
- Temporary Assignment Pay, Article 5, Section 6
- In-Service Training Premium, Article 5, Section 7
- Bilingual Pay, Article 5, Section 8
- Diving Premium, Article 5, Section 9
- Handling of Explosive Device/Substance Premium, Article 5, Section 10
- Motor Officer Premium, Article 5, Section 11
- Prisoner Transportation Premium, Article 5, Section 12
- Canine Assignment, Article 5, Section 13
- Canine Allowance, Article 5, Section 14

The released Association President on such leave will not be eligible for any previously held assignment benefits including the use of County vehicles.

Although overtime is not contemplated while on Association President's Leave, in those instances where overtime becomes necessary in the capacity as an employee of the County performing County business, the Association President shall request and obtain approval from the Assistant Sheriff Human Resources Services Bureau in advance of working such overtime.

### Leave Balances

When using approved vacation, sick leave, FLSA or County Comp time, leave credit deduction will be made from the Association President's appropriate balances.

### Return to Duty

If the Association President is assigned to incidental training, emergency duty, or other necessary duty, he/she will be compensated by the County in accordance with the Memorandum of Agreement.

### Expiration of Leave

## ARTICLE 6. PAID LEAVES (Cont'd)

At the conclusion of the Association President's Leave, the Association President shall be returned to duties associated with his/her job classification with no guarantee to any previously held specialty assignments or premium pay.

Any Detective or Corporal Assignment premium not directly related to newly assigned duties shall cease until eligibility is reestablished.

### Disputes

The Association President's Leave and its administration and rules shall not be subject to appeal under the Grievance Procedure of the MOA.

## Section 10. Association Leave

The parties agree that upon a minimum of 90 days advance notice, DSASD shall be permitted a second full-release position under the same terms and conditions as provided in Section 9 above.

## ARTICLE 7. UNPAID LEAVES

### Section 1. Leave of Absence Without Pay

A permanent employee may be granted unpaid leave either with the right to return or without the right to return. Exception: No paid leave of any kind will be granted an employee who is placed on absence without leave as discipline.

#### A. Leave Without Pay With Right of Return

If granted, after such leave, the employee shall be entitled to return to the same class in the same department as was occupied at the commencement of the leave.

At the discretion of the appointing authority, an employee may be granted:

1. Leave without pay for a maximum of sixty (60) work days.
2. Leave without pay to accept a temporary appointment to a classified position in another County department. Such leave shall be for a maximum of twenty-six (26) biweekly pay periods.
3. Leave without pay when certified by a medical doctor to be unable to perform the duties of the employee's position. Such leave shall be for the duration of the disability, but not to exceed one (1) year. However, if an employee is unable to return to work at the end of one (1) year, the

## ARTICLE 7. UNPAID LEAVES (Cont'd)

employee shall be placed on leave without pay without right to return for a maximum of one (1) year. While on this additional leave, the employee shall have the right to the first vacancy in the class in the department.

At the discretion of the appointing authority, and approval of the Director, Department of Human Resources, an employee may be granted leave without pay for good cause, other than illness up to twenty-six (26) biweekly pay periods. Such leaves may be extended a maximum of twenty-six (26) biweekly pay periods by the Director if circumstances warrant.

### B. Leave Without Pay Without Right of Return

If granted, after such leave, the employee shall have no entitlement to return to the same class in the same department as he/she occupied at the commencement of the leave. At the expiration of this leave, if an employee is not offered an opportunity to return to the same class of position in the same department, the employee shall be deemed to have resigned and shall retain only those rights afforded any employee who resigns in good standing.

### C. Leave Without Pay - Staff to Elected Official

A classified employee may be granted an indefinite leave without pay, with or without the right to return, to accept an unclassified position as staff to an elected official.

### D. Cancellation of Leave Without Pay

If an employee violates the conditions upon which any leave without pay is granted, the Director, Department of Human Resources, may cancel said leave. In such instances, the employee shall be deemed to have resigned on the date designated by the Director.

### E. Denial of Leave

Any disputes which may arise concerning the application or interpretation of the unpaid leave provisions of this Agreement shall have recourse to the Grievance Procedure herein and shall not be appealable to the Civil Service Commission.

## Section 2. Voluntary Work Furlough (Short-Term)

Notwithstanding any other provision of this Article, the appointing authority, on approval of the Chief Administrative Officer, for good cause may upon request of the employee grant a permanent or probationary employee a voluntary leave of absence without pay with right to return to the same position subject to the following conditions:

- A. Leave must be taken in increments of one full regular workday for the eligible

## ARTICLE 7. UNPAID LEAVES (Cont'd)

employee (e.g., 8, 8½, 9, 10, or 12 hours).

- B. Such leave shall be available only during a period or periods of time designated by the Board of Supervisors as times of economic hardship.
- C. The amount of leave time taken during the period authorized by the Board of Supervisors shall not exceed the total number of hours in one regular standard work period for the eligible employee.
- D. Credits toward sick leave, vacation, and holiday eligibility shall accrue as though the employee were on paid status.
- E. Time on this special unpaid leave shall apply toward time in service for completion of probation and toward seniority for purposes of layoff.
- F. Employees shall not be required to use accumulated vacation and compensatory time off prior to taking this special unpaid leave.
- G. Any denial of furloughed employees' request to return shall be subject to the negotiated grievance procedure.
- H. Such leave is available only to employees who are on paid status the entire work day before as well as the entire workday after the work furlough day(s).
- I. Employees on other leave without pay shall not be eligible for work furlough, and short-term work furlough shall not be substituted for other leave without pay.

### Section 3. Voluntary Work Furlough (Long-Term)

Upon determination by the appointing authority that workforce reductions are necessary in the department, the appointing authority, with approval of the Director, Department of Human Resources, may, upon request of the employee, grant a permanent employee leave without pay with right of return for up to twenty-six (26) biweekly pay periods subject to the following conditions:

- A. The employee shall not be required to use accumulated vacation and compensatory time off prior to taking this type of leave.
- B. In the event that there is no vacancy upon expiration of the leave, the employee may displace an employee in the same class who has fewer layoff rating points. In the event that there is no vacancy, and no employee in the same class with fewer layoff rating points, an additional leave of up to twenty-six (26) biweekly pay periods shall be granted during which the employee, if still physically fit, may fill the first vacancy which occurs in the same class. The physical fitness standard applicable upon return shall not be greater than the standard applicable to the employee at the time of the furlough request.

## ARTICLE 7. UNPAID LEAVES (Cont'd)

- C. Time on this type of leave shall apply toward time in service toward seniority for purposes of layoff.
- D. It is understood that employees granted this type of leave will not be eligible for unemployment compensation benefits while on leave.
- E. It is understood that employees granted this type of leave will not accrue sick leave or vacation credits while on leave.
- F. It is understood that the County's share of health insurance premiums for the employee will not be paid during this type of leave, but that the employee may continue such coverage at his/her own expense.
- G. Any denial of furloughed employees' request to return shall be subject to the negotiated grievance procedure.

### Section 4. Family Medical Leave

#### A. Definition

Family Medical Leave is unpaid time off which may be granted to an eligible employee for certain qualifying events. Family Medical Leave shall be in accordance with the federal Family and Medical Leave Act of 1993 ("FMLA"), Public Law 103-3, 107 Stat. 6 (29 USC 2601 et seq.) as well as California Family Rights Act of 1991 ("CFRA") pursuant to Govt. Code Section 12945.2, administrative regulations promulgated by the California Fair Employment and Housing Commission, subject to the conditions set forth below under this Article.

#### B. Eligibility

Family Medical Leave shall apply to all biweekly rate employees who have been employed by the County for at least twelve (12) months and for at least one thousand two hundred fifty (1,250) hours of service during the twelve (12) month period immediately preceding the commencement of the leave and who meet all the eligibility requirements of the FMLA or the CFRA.

#### C. Conditions

1. The employee shall give notice to the appointing authority of the need for FML by completing the required forms.
2. The requested leave will be counted against the employee's annual FMLA and California Family Rights Act ("CFRA") entitlement as well. This notice shall refer to the leave as "FML".

## ARTICLE 7. UNPAID LEAVES (Cont'd)

3. If an employee is requesting leave for more than three (3) days due to their own serious health condition or a serious health condition of a family member or registered domestic partner (a domestic partner listed on an "Affidavit for Enrollment of Domestic Partners" or a state "certificate of Registered Domestic Partnership" submitted to employee benefits), they must provide medical certification on the form entitled "Certification of Health Care Provider" (Form DHR EB-20). If an employee does not submit a medical certification, FML may not be granted. Under certain circumstances, recertification of the serious health condition may be required.
4. The employee is required by the County of San Diego to substitute accrued vacation or other applicable paid leave in lieu of FML unpaid leave if the employee is eligible for the paid leave according to the County's paid leave provisions. Such paid leave usage will be counted against the employee's FML duration entitlement.
5. The County will continue to make its regular contributions towards insurance premiums for up to twelve (12) weeks of FML in order to maintain insurance benefits. The employee will be required to continue to pay their share of their regular insurance premium payments during FML. During FML unpaid leave, these payments must be made by check or money order to the County's Employee Benefits Division twice monthly. Premium payments may be made in advance or the County will recover these payments from the employee upon their return to work.
6. The employee will be required to provide a fitness-for-duty certification before returning to work, unless the appointing authority determines that the certification is not necessary as more fully set forth in County Compensation Ordinance Section 4.3.12.
7. Following FML leave, the employee is entitled to return to the same or an equivalent job upon return from leave. However, should the employee exhaust their FML leave and continue on some other form of County unpaid leave, they may not be entitled to return to their previous position.
8. The employee may be liable for the payment of health insurance premiums paid by the County during their FML leave if the employee does not return to work for at least thirty (30) days after taking FML leave as more fully set forth in County Compensation Ordinance Section 4.3.12.

## ARTICLE 8. ALLOWANCES FOR WORK-RELATED EXPENSES

### Section 1. Uniform Allowance

## ARTICLE 8. ALLOWANCES FOR WORK-RELATED EXPENSES (Cont'd)

The appointing authority shall require employees to purchase and maintain uniforms and equipment as specified by the Sheriff.

### A. Maintenance

1. For maintaining and/or replacing required uniforms and equipment, the County shall, on the payday of Payroll Number 05 of each fiscal year, pay a uniform maintenance allowance to an employee who is in the eligible class in Payroll Number 04 of the fiscal year, and who has continuous satisfactory service in a uniformed class during all or a portion of the preceding twenty-six (26) pay periods as follows:

2. Required Paid Service in Eligible Class Allowance

Over 1650 hours	\$1,000	(3/3)
Over 1100, but not over 1650 hours	\$666	(2/3)
Over 550, but not over 1100 hours	\$333	(1/3)
550 hours or less	-0-	(0/3)

### Section 2. Safety Equipment

If the Sheriff determines that an employee must be provided with any of the following equipment, the County shall provide:

- A. Authorized firearm.
- B. Accompanying accessories for authorized firearm including any authorized attachments.
- C. An employee shall use the weapon and accessories issued to him/her. An employee may, with the approval of the Department, substitute a personal weapon for the issued weapon. The personal weapon must be approved by the Department.
- D. Rain gear, which shall be supplied sufficient for all deputies on duty, plus additional gear for those deputies who are called back to duty in cases of emergency.
- E. Safe Airway Mask.
- F. Currently warranted protective body armor shall be provided to any employee assigned to carry a firearm on duty.

## ARTICLE 8. ALLOWANCES FOR WORK-RELATED EXPENSES (Cont'd)

### Section 3. Parking and Transportation

#### A. Parking

This Section does not guarantee the provision of free parking spaces for employees. County parking lots, where available, will have the spaces contained therein, designated in the following priority:

1. Disabled
2. Public
3. County-owned vehicles
4. Official County business - transient
5. County employees

Employees who participate in carpools (2 or more persons per vehicle, 4 days per week minimum) shall be entitled to preferential parking spaces, when available.

#### B. Transportation Reimbursement for Certain Downtown Locations and Discounted Bus Pass Benefit

The County shall provide a reimbursement for all employees paid on a biweekly basis, except those on an "hourly" or "special rate" pay basis, for costs incurred in traveling to and from work, as follows:

1. Up to eighty-five dollars (\$85) reimbursement per month for each eligible employee who purchases a San Diego Metropolitan Transit Development Board "Ready Pass" (which includes trolley usage), or County Transit System bus pass, or North County Transit District "Coaster Plus Pass," or "Coaster 10-Trip Ticket," or similar monthly pass. Employees are eligible to participate in the Transit Pass Program after the first day of the month following their date of hire. An employee will not be reimbursed for any amount in excess of the actual cost of the pass, or the actual cost of one (1) Coaster 10-Trip Ticket during any given month; or
2. Three hundred dollars (\$300) reimbursement per month for each eligible employee who incurs parking expenses at the below locations; or
3. Ten dollars (\$10) reimbursement per month for each eligible employee who incurs expense as a participant in the County Ride-Sharing Program at the below locations.

Applicable locations for 2. and 3. above: San Diego Courthouse, Hall of Justice, Jail, 1027 10th St., Ash Street Facility, Center City Building, the Beech Street Office, the Wells Fargo Building, 1350 Front Street, Family

## ARTICLE 8. ALLOWANCES FOR WORK-RELATED EXPENSES (Cont'd)

Law Court and 1501 Sixth Ave. Eligibility for 2. and 3. above is to be determined through certification by the appointing authority that the employee has incurred either, a) parking expense of up to two hundred dollars (\$200); or b) expense as a participant in the County Ride-Sharing Program of at least ten dollars (\$10) per month, subject to the rules and regulations of the Auditor and Controller. The administration of the reimbursement to employees for purchased transit passes shall be subject to the rules and regulations of the Auditor and Controller and the Employee Benefits Office.

### Section 4. Mileage Reimbursement

#### A. Private Mileage

1. Certification: Certification determines whether an employee is eligible to drive on County business or not. The Department Head may authorize an eligible employee either to receive reimbursement at the rate in (3) below for miles driven on County business in the employee's private vehicle; to drive a County car on County business; or to use a County pool car on County business. Recertification confirms whether an employee is eligible to drive on County business or not.
2. Rationing: In the event a gasoline rationing/allotment program is mandated, the County will not require an employee to use his/her personal allocation for County business.
3. Rate of Reimbursement: Employees who use their personal vehicle for County business shall be reimbursed on a monthly basis at the Internal Revenue Service (IRS) reimbursement rate for mileage. In the event the IRS increases the reimbursement rate for mileage, the County will adjust the mileage reimbursement rate to equal the new IRS rate as soon as practical, not to exceed sixty (60) days from the effective date of the IRS increase.

#### B. Use of County Cars

1. Certification: See Section 4, subsection A.1.
2. The County may require an employee to use a County vehicle when the employee drives on County business.
3. It is the policy of the Board of Supervisors that the assignment and use of County-owned vehicles shall be pursuant to Board of Supervisors Policy H-10. The use of County-owned vehicles and vehicle equipment for other than official County business is prohibited (County Administrative Code - Section 398.10).

## ARTICLE 8. ALLOWANCES FOR WORK-RELATED EXPENSES (Cont'd)

### C. Changes

In reassigning an employee from a private vehicle to a County vehicle or vice versa, the County will consider the needs of the employee as well as the efficiency and economy of County operations, including consideration of those positions with high mileage.

### D. Reimbursement Schedule for Travel Outside San Diego County

Employees shall be paid in accordance with the rates set forth on the schedule adopted by resolution of the Board of Supervisors for trips on County business outside the County of San Diego, but within the State of California.

### Section 5. Meals

1. If an employee works four (4) hours or more beyond his/her normal regular scheduled shift without a minimum of 24 hours advance notice, that employee shall be entitled to reimbursement for a meal per the current GSA reimbursement rates.
2. Employees assigned to a detention facility which provides meals for inmates and employees assigned to the associated transportation division shall be provided a meal or meals without charge at the assigned facility during normal meal service times.
3. If an employee is required to remain at a crime scene or designated post for six (6) or more consecutive hours, the employee will be provided, at the Department's discretion, a meal or will be entitled to reimbursement for a meal per the current GSA reimbursement rates.

### Section 6. Honor Guard-Equipment/Uniform Reimbursement

Employees who are required to purchase specialized equipment or uniforms as part of serving on the Honor Guard shall be reimbursed up to \$250 per year for such purchases.

## ARTICLE 9. EMPLOYEE BENEFITS

### Section 1. Retirement

Retirement benefits for employees hired on or prior to September 30, 1978, shall be those established for Tier I of the General Retirement Program or Tier I of the Safety Retirement Program for eligible employees.

Retirement benefits for employees hired on or after October 1, 1978, shall be those

## ARTICLE 9. EMPLOYEE BENEFITS (Cont'd)

established for Tier II of the General Retirement Program or Tier II of the Safety Retirement Program for eligible employees.

The County shall pay the rate prescribed for employer contributions into the General and Safety Retirement Fund for the Tier I and Tier II programs in accordance with the rules and regulations governing such employer contributions.

Each employee shall pay, via payroll deduction, the amount prescribed by the rate established for each employee's contribution for the appropriate General or Safety benefit Tier into the appropriate fund in accordance with the rules and regulations governing such employee contributions.

The Board of Supervisors shall adopt the employee retirement contribution rates recommended by the Retirement Board within ninety (90) days after the beginning of the immediately succeeding fiscal year from the date the recommendation is made.

Upon termination, employees shall have no vested right in the amount of retirement funds contributed by the County on their behalf.

The County shall make no changes to the benefits of Tier I or Tier II during the terms of this Agreement, except as provided in subsection "A" and "B" below.

### A. Elimination of Tier II

Effective March 8, 2002, based upon their respective Tier II general and/or Tier II safety statuses, retirement benefits for employees hired on or after October 1, 1978, shall be respectively converted prospectively to those established for Tier I of the General Retirement Program and/or Tier I of the Safety Retirement Program for eligible employees. Upon the March 8, 2002 effective date, such employees shall pay, via payroll deduction, the amount prescribed by the rate established for each employee's contribution for their respective General and/or Safety benefit Tier I into the appropriate fund in accordance with the law and rules and regulations governing such employee contributions.

The County shall pay the accrued liability for respective previous service before March 8, 2002 for the elimination of Tier II general and/or Tier II safety conversion to Tier I general and/or Tier I safety status and pay the respective rate prescribed for employer contributions into the General and/or Safety Retirement Fund for the Tier I program in accordance with the law and rules and regulations governing such employer contributions.

Any active eligible member in the safety or general retirement program who has paid or is currently paying to convert their previous respective Tier II general and/or Tier II safety statuses to Tier I general and/or Tier I safety statuses, may file a reimbursement claim for the specific conversion amounts paid with the County within sixty (60) days after March 8, 2002 or within sixty (60) days after

## ARTICLE 9. EMPLOYEE BENEFITS (Cont'd)

the later effective date, whichever is later. The County will provide rules and forms for implementing the reimbursement claim payment.

### B. Formula Enhancement – 3% @ 50

Effective March 8, 2002, the Safety Retirement Program for Tier I eligible employees, shall be enhanced to a three percent (3) at age fifty (50) formula and safety members shall be converted to full safety retirement consistent with law and subject to the rules and regulations of the San Diego County Employees Retirement Association.

The County shall pay the accrued liability for previous service before March 8, 2002 for the three percent (3%) @ fifty (50) formula enhancement only, pay for the accrued liability for conversion to full safety retirement for qualifying service, and pay the normal cost increase for prospective service for the three percent 3% @ fifty (50) rates only prescribed for contributions into the General and/or Safety Retirement Fund for the Tier I program in accordance with the law and rules and regulations governing such contributions. Notwithstanding the provisions of “A” above and “B”, the employer and employee contribution rates are subject to annual San Diego County Employees Retirement Association actuarial reviews and establishment of rates.

Any active safety member who was converted to safety membership and who has paid or is currently paying to convert their previous respective general membership, may file a reimbursement claim for the specific conversion amounts paid with the County within sixty (60) days after March 8, 2002, or within sixty (60) days after the later effective date, whichever is later. The County will provide rules and forms for implementing the reimbursement claim payment.

### C. Retirement:

Retirement benefits for employees hired on or after August 28, 2009 shall be those established for a new 3% @ 55 Safety Retirement Tier program for eligible employees.

3% @ 55 Retirement Tier” shall consist of the following benefits:

Formula	3% @ 55 (Gov. Code § 31664.2)
Final Average Compensation	Highest 3 Year Average
COLA	Maximum 2%

### D. “New Members” within the meaning of California Government Code §7522.04(f) Retirement:

Retirement benefits for employees defined as “New Members” within

## ARTICLE 9. EMPLOYEE BENEFITS (Cont'd)

the meaning of California Government Code §7522.04(f) hired on or after January 1, 2013.

2.7% @ 57 Retirement Tier "Tier C" shall consist of the following benefits:

Formula	2.7% @ 57 (Gov. Code §7522.25(d))
Final Average Compensation	Highest 3 Year Average
COLA	Maximum 2%

- E. Retirement benefits for "New Members" within the meaning of California Government Code §7522.04(f) hired on or after a date determined by the Board of Supervisors, but no sooner than July 1, 2020, shall be those established for a new Safety "Tier D" program for eligible employees.

2.5% @ 57 Retirement Tier "Tier D" shall consist of the following benefits:

Effective:	On or after July 1, 2020
Formula:	2.5% @ 57 (7522.25(c))
Final Average Compensation:	Highest 3-Year Average
COLA	Maximum: 2%

The implementation of Safety Tier D is contingent upon the adoption of the applicable resolutions and an ordinance by the Board of Supervisors, which implement the provisions of Safety Tier D (described above) applicable to all safety members who become New Members, as defined by Government Code section 7522.04(f) in applicable County positions on or after a date specified in the applicable resolution.

### F. Renegotiation

The County and Association acknowledge that all provisions of this Agreement, including Article 9, Section 1, Retirement, together with those other matters within the scope of representation, are subject to renegotiation upon the expiration of this Agreement, to the extent provided by law.

## Section 2. Insurance

Employees employed on a full-time (85-hour standard work period) basis shall be eligible for insurance benefits. Employees employed on a part-time basis and who are regularly scheduled to work one-half time or more (42½ hours or more in an eighty-five (85) hour standard work period) and paid on a biweekly basis shall be eligible for insurance benefits.

### A. Flexible Benefits Plan

## ARTICLE 9. EMPLOYEE BENEFITS (Cont'd)

A flexible benefits plan, which is in accordance with Section 125 of the Internal Revenue Code, was implemented for eligible employees covered by this Agreement on October 1, 1994.

1. Plan Design. The flexible benefits plan is a cafeteria-style benefits program wherein the County makes a contribution towards the Flexible Benefits Plan for each eligible employee to be allocated during the employee's active employment. The County contribution is distributed by the employee among the menu of benefit options listed below, the specific details and administration of which are set forth in the plan brochures:
  - a. "Core" Benefits:
    - Health insurance
    - County basic life and AD&D insurance
  - b. Optional Benefits:
    - dental insurance
    - vision insurance
    - supplemental life insurance
    - supplemental accidental death and dismemberment insurance (AD&D)
    - Flexible spending accounts for pre-tax reimbursement of qualified medical and/or dependent day care expenses. Account credits must be used during the plan year in which they are earned for expenses incurred during the same plan year.
    - The plan may be modified upon written notice by the County.

This plan includes, for eligible employees, pre-tax contributions for all monies paid towards health, dental, vision and/or voluntary AD&D plans.

2. Coverage.
  - a. All eligible employees are required to have the following minimum "core" benefits for the employee only:
    - County health insurance unless properly waived
    - County basic life and AD&D insurance
  - b. Coverage by County Spouse: An eligible County employee married to another eligible County employee and who submits satisfactory "proof of health insurance" coverage may elect health insurance coverage as a dependent under the spouse's primary plan. In such a case, the employee covered as a dependent will have the "employee only" County contribution amount available to apply

## ARTICLE 9. EMPLOYEE BENEFITS (Cont'd)

towards the employee's Flexible Benefits Plan during the employee's active employment.

- c. Proof of Coverage: Employees who submit satisfactory "Proof of Health Insurance Coverage" may elect not to be covered by the County's health insurance plans. This election may only be made during the County's open enrollment period or during the year as the result of a qualifying "change in status" as defined by Section 125 of the Internal Revenue Code. For employees waiving primary participation in a County-sponsored health plan, the County's contribution will be deposited into the employee's Flexible Benefits Plan.
- d. Domestic Partner: An employee may elect to cover a domestic partner under the County's health, dental or vision plans. To cover a domestic partner, the employee must meet and agree to the specifications set forth on an "Affidavit of Domestic Partnership." Any premium paid by the County on behalf of the domestic partner or the domestic partner's dependent(s) shall be considered taxable income to the employee with domestic partner coverage pursuant to the provisions of the Internal Revenue Code.
3. County Contribution Towards Flexible Benefits Plan. Insurance premium costs shall be borne by the employee excepting that the County shall make the following contribution towards the Flexible Benefits Plan (which includes health insurance). The employee's insurance premium costs will be reduced by the amount the employee elects to distribute to his or her insurance premium costs from the County's contribution towards the Flexible Benefits Plan. The County's contribution towards the Flexible Benefits Plan shall be:

Effective January 1, 2019: 7% increase

	Per Month	Approximate Annual
Employee Only	\$575.00	\$6,900.00
Employee + 1	\$872.00	\$10,464.00
Employee + 2 or More	\$1,274.00	\$15,288.00

Effective January 1, 2020: 7% Increase

	Per Month	Approximate Annual
Employee Only	\$615.00	\$7,380.00
Employee + 1	\$933.00	\$11,196.00
Employee + 2 or More	\$1,363.00	\$16,356.00

## ARTICLE 9. EMPLOYEE BENEFITS (Cont'd)

### Effective January 1, 2021: 7% Increase

	Per	Approximate Month Annual
Employee Only	\$658.00	\$7,896.00
Employee + 1	\$998.00	\$11,976.00
Employee + 2 or More	\$1,458.00	\$17,496.00

### Effective January 1, 2022: 7% Increase

	Per	Approximate Month Annual
Employee Only	\$704.00	\$8,448.00
Employee + 1	\$1,068.00	\$12,816.00
Employee + 2 or More	\$1,560.00	\$18,720.00

### Effective January 1, 2023: 7% Increase

	Per Month	Approximate Annual
Employee Only	\$753.00	\$9,036.00
Employee + 1	\$1,143.00	\$13,716.00
Employee + 2 or More	\$1,669.00	\$20,028.00

#### 4. Effective Dates of Eligibility Under the Flexible Benefits Plan

The effective date of eligibility under the Flexible Benefits Plan for new employees shall be the first day of the month following month of hire provided that the employee has completed and returned all enrollment forms within the month of hire. If completed forms are not received by the end of the month of hire, benefits will be effective the first day of the month following receipt of completed forms. All forms must be received in the Employee Benefits Division within thirty (30) days of hire in order for benefits to commence. Eligibility shall terminate on the last day of the month in which an employee last had paid service, provided that the employee's portion of the health insurance premium is paid for such period.

Notwithstanding the above, eligibility for all Flexible Benefits Plan features which are in addition to health insurance shall be thirty (30) days after the effective date on which health insurance coverage begins.

#### 5. Employee Insurance Coverage During Leaves of Absence

- a. Life Insurance: Employees on leave without pay for any reason, including suspension, may continue their life insurance coverage for up to six (6) full months.

Employees choosing to continue their life insurance shall pay all premiums in advance for the first three months of continuance and

## ARTICLE 9. EMPLOYEE BENEFITS (Cont'd)

shall pay further premiums in quarterly payments thereafter no later than the 21st of the last month of each quarter. Employees may pay all premiums required for the entire six (6) month leave period in advance. In the event an employee who is on leave without pay does not pay premiums in advance, the coverage shall be discontinued. Such employees shall be entitled to re-apply upon return to work subject to medical insurability acceptable to the insurance provider.

- b. Medical Insurance: During Leave without Pay and in accordance with the Federal Consolidated Omnibus Budget Reconciliation Act (COBRA) of 1986 (Pub. L. 99-272), employees may continue their health, dental and/or vision insurance coverage for up to eighteen (18) full months following the month in which the leave commenced.

In the event an employee who is on leave without pay does not pay medical insurance premiums in advance, the coverage shall be discontinued. Such employees shall be automatically re-enrolled in the same health plan enjoyed previous to leave without pay, within thirty (30) days from the date they return to work.

Effective date of coverage will be the first day of the month following receipt of enrollment forms in the Employee Benefits Office. With certain health plans, re-enrollment is contingent upon medical insurability.

The commencement of leave without pay shall be considered a "qualifying event" as defined under COBRA by virtue of the employee's reduction in working hours. Employees who elect coverage under COBRA by choosing to continue their medical insurance shall pay one hundred two percent (102%) of the applicable premium and shall be subject to the same administrative requirements as all other COBRA group plan members. Premiums will be calculated and paid by the employee at least one (1) month in advance.

- c. The administration of these benefits are subject to the rules and requirements of the Department of Human Resources.

### B. Life Insurance

The County's Flexible Benefits Plan shall include, as "Core Benefits":

- 1. Dependent Life insurance of two thousand dollars (\$2,000) for each dependent.

## ARTICLE 9. EMPLOYEE BENEFITS (Cont'd)

2. A Term Life Insurance Policy of one times (1X) the employee's annual salary or a minimum of fifty thousand dollars (\$50,000), whichever is greater, to a maximum coverage of one hundred fifty thousand dollars (\$150,000). At age seventy (70), this will be reduced to sixty percent (60%) and at age seventy-five (75), this will be reduced to forty percent (40%).
3. An Accidental Death & Dismemberment policy of one times (1X) the employee's annual salary or a minimum of fifty thousand dollars (\$50,000), whichever is greater, to a maximum coverage of one hundred fifty thousand dollars (\$150,000). At age seventy (70), this will be reduced to sixty percent (60%) and at age seventy-five (75), this will be reduced to forty percent (40%).
4. Disability Insurance. Coverage of two-thirds (2/3) of employee's salary up to eight thousand dollars (\$8,000) per month. Benefits are to start ninety (90) days after disability and continue to age sixty-five (65) or until disability ends. For disabilities commencing between age sixty (60) and seventy (70), the benefits duration is decreased slightly for each year of increased age; benefits cease at age seventy (70). Benefits are integrated with Social Security, Worker's Compensation, and Retirement Disability plans.

The County shall provide the insurance plan described in Items 1, 2, 3, and 4 in Section B "Life Insurance", subsection 1 hereinabove, for each eligible employee at no expense to the employee.

- C. The administration of these benefits are subject to the rules and requirements of the Department of Human Resources, provided that any change in the rules and requirements does not result in a detriment to the employees.

### Section 3. Deferred Compensation

Employees shall be eligible to participate in the Deferred Compensation Program provided and administered by the County or the County's selected administrative agent (or agency).

### Section 4. Retiree Medical Trust

- A. Creation – A Retiree Medical Trust Fund (RMT) will be established by the Association for eligible employees in the Bargaining Unit. The Trust will comply with all of the provisions of Section 501(c)(9) of the Internal Revenue Code (IRC). The Trust shall be administered by a Board of Trustees who manages resources of the Trust and determines applicable administrative fees for managing the Trust Fund. The Trustees insure that payments of qualified medical expenses incurred by participants (eligible employees who have separated from County service for

## ARTICLE 9. EMPLOYEE BENEFITS (Cont'd)

reasons other than disability or death) or their eligible dependents – as defined by IRC Section 152, are properly reimbursed. The County shall withhold a mandatory contribution of \$50.00 per pay period (Effective first full pay period in July 2019 increasing to \$75.00) on a pre-tax basis from the pay of every employee who is a member of the Bargaining Unit. These contributions shall be included as salary for the purpose of calculating pension benefits, to the extent this does not jeopardize the pre-tax treatment of the contributions, and remitted according to Article 10, Section 4.E below. All of the distributions from the Trust Fund made to participants or their eligible dependents for the reimbursement of qualified medical expenses as defined by the Internal Revenue Codes (including qualified medical insurance payments) will also be non-taxable to the participants or the eligible dependents.

- B. Vacation Leave Transfer – The County and the Association agree that the County will make the following mandatory transfer, on a pre-tax basis, to the Trust on behalf of every employee who is a member of the bargaining unit represented by the Association.
- i. Except upon separation due to death, a mandatory transfer in the amount of 0% of the balance of the employee's unpaid vacation balance as of the date of his/her separation from County service.
  - ii. This amount will remain fixed for the first year. After the first year, the Association/union has the right, subject to approval of its members and according to the Association internal rules, to prospectively modify the amount of the mandatory transfer amount, and the County agrees to transfer the changed amount subject to the requirements set forth in Section E below.
  - iii. The County agrees to make applicable amendments to the Terminal Pay Plans: Defined Benefit Pension Plan, Defined Contribution Savings Plan and Excess Benefit Savings Plan.
- C. Contributions – The County shall remit the above contributions to the Trust for the duration of the Memorandum of Agreement. Employee contributions shall be remitted bi-weekly, in one aggregate ACH transfer to the custodian of the Retiree Medical Trust, accompanied by a list of the employees for whom the contributions are made. Vacation leave transfers shall be remitted in accordance with Section B above.
- D. Trust Participant – Upon death of an eligible individual who was previously employed in the Unit and separated from County service and became a participant of the Trust, the surviving spouse or domestic partner, if any, shall become his/her beneficiary who shall be entitled to the rights and benefits under the plan for the surviving spouse or domestic partner and any dependent(s) of

## ARTICLE 9. EMPLOYEE BENEFITS (Cont'd)

the participant. In the event there is no spouse or domestic partner, or upon the death of the surviving spouse or domestic partner, the beneficiary shall be the participant's remaining dependent(s), if any. If there is no surviving spouse, domestic partner or dependents of the participant, the amounts on deposit in the participant's account shall become the property of the Trust, which shall be used for purposes of the plan, including administrative expenses or funding of additional plan benefits, if any.

- E. Modification of Employee Contribution Amounts - The County and the Association agree that the Association has the right, subject to approval of its members and according the Association's internal rules, to prospectively modify the amount of the mandatory employee monthly contribution, or the percentage of the vacation transfer, so long as the modification is made for all employees covered by this Agreement and the total amount of Employee Contributions (not including the vacation transfer) is equal to a minimum of \$25 up to a maximum of \$100, in any increment of \$25. Any such changes will be provided to the County, in writing, with at least a two (2) pay period advance notice and can only be done, without incurring charges, one time per fiscal year.

The County hereby acknowledges receipt of the Trust Agreement governing the Trust and will comply with rules by the Trust Office in regard to reporting and depositing the required contributions set forth above.

- F. Indemnification - The Association shall indemnify and hold the County of San Diego harmless from any claims or legal actions which arise under this provision of the Memorandum of Agreement.
- G. Termination of Payments - In the event the RMT created to provide benefits terminates, or otherwise fails to provide the benefits as set forth in the Trust Agreement, the County's obligation to make funding contributions to the Trust shall cease. The Association/Union shall notify the County in writing within three (3) calendar days of any action or proposed action to terminate the Trust or to eliminate benefits provided by the trust.
- H. Waiver of Right to Negotiate Employer Contribution - The intent of the parties in this section is to create an RMT into which eligible employees may make contributions. The RMT, as created, is intended by both parties to be funded solely by contributions made by eligible employees pursuant to the terms of this Agreement. The Association is not now asking the County to make any contribution or to provide any funding for the RMT, nor does it expect the County to do so in the future. With this Agreement in mind, the Association expressly waives any right to reopen the question of County contributions to the RMT during the life of this Agreement and further waives the right to seek to negotiate any form of County contribution to or funding of the RMT for a period of eight (8) years from November 1, 2012.. It is the intent of the Association that this waiver will survive the expiration of this Agreement.

## ARTICLE 10. PERSONNEL PRACTICES

### Section 1. Dismissal During Probation

It is the Department's policy to generally provide at least five (5) working days written notice to an employee who is dismissed during the probationary period.

### Section 2. Personnel Records

#### A. Employee Access to His/Her File

An employee, or an Association representative with the written consent of the employee, may inspect that employee's personnel file. All material obtained from other employers and agencies received at the time the employee was hired are excepted from this access.

#### B. Placement of Materials in Employee File

An employee is entitled to read any statement written by his/her supervisor or appointing authority on his/her work performance or conduct if such statement is to be placed in the employee's file. The employee shall acknowledge reading such material by signing the copy to be filed, with the understanding that the signature only signifies that the employee has read the material and does not necessarily indicate agreement with its contents. If the employee refuses to sign the material, the supervisor will sign it, noting this refusal.

#### C. File Containing Disciplinary Records

Materials placed in the employee's "disciplinary file" which are written reprimands more than two (2) years old, and disciplinary actions with more severe penalties more than five (5) years old, will not be considered for purposes of promotion, transfer, special assignments and disciplinary actions, except as to those disciplinary actions which may show patterns of similar misconduct as defined in the Department's Rules and Regulations and Department Instructions.

#### D. Filing of Commendations

Correspondence of commendation may be placed in the employee's personnel file, except where such correspondence is shown to be frivolous. In that case, it will be returned to the employee.

### Section 3. Advance Notice of Departmental Procedures

When the Sheriff provides draft copies of proposed policy changes or proposed new policies to the Department's Executive Management Team, a copy shall also be furnished to the Association.

## ARTICLE 10. PERSONNEL PRACTICES (Cont'd)

### Section 4. Legal Representation

Upon request of an employee and subject to any limitations provided by law, the County will provide for the defense of any civil action or proceeding initiated against the employee by a person or entity other than the County in a court of competent jurisdiction, on account of any act or omission occurring within the course and scope of his/her employment as an employee of the County.

Nothing herein shall be deemed to require the provision of such defense where the discretion to provide or not provide such defense is vested in the County pursuant to the provisions of the California Government code, or where the act or omission was not within the scope of the employee's employment, or the employee acted or failed to act because of actual fraud, corruption or actual malice, or where the provision of such defense would create a conflict of interest between the County and the employee.

Nothing herein shall be construed to grant to any employee any rights or privileges in addition to those provided to the said Government code.

### Section 5. Layoff Procedure

#### A. General

When the Board of Supervisors determines it is necessary through lack of work or funds, to reduce the number of employees in any class covered by this Agreement, the appointing authority of the department concerned shall notify the Director in writing of the number of employees to be laid off, the class title, and the date the employees are to be laid off. Upon receipt of such notice, the Director shall give to the appointing authority, the names of the employees who should be first laid off in accordance with this rule/procedure.

#### B. Exceptions

1. Suborganizational Layoff. When the appointing authority so requests, the Civil Service Commission, upon finding that it is in the public interest, may authorize an appointing authority to lay off employees within a division, office, section, institution or other subdivision of an office, department or institution instead of laying off employees from the office, department or institution as a whole. In such case, the foregoing provisions shall be applied to the division, office, section, institution or other subdivisions within which the Civil Service Commission has authorized the layoff.
2. Required Specialized Skills. When the appointing authority so requests, employees who perform required services and possess specialized knowledge, and/or skill not possessed by other employees in the Department and which are necessary to the operation of the Department, may be excepted from layoff, as authorized by the Civil Service

## ARTICLE 10. PERSONNEL PRACTICES (Cont'd)

Commission pursuant to a finding that such exception from layoff is in the public interest.

### C. Notice of Layoff

1. DHR Notice to Department and Association. Prior to the occurrence of a layoff, the Director shall provide written notice to the Association when the Department is notified of any employees covered by this Agreement, who are identified for layoff. This notice shall list all persons in the affected class including the number, class title, seniority rating, and date on which affected employees are to be laid off.
2. Appointing Authority Notice to Employees. Upon receipt of the layoff list, the appointing authority shall prepare and serve a Notice of Layoff. This notice shall contain the following information:
  - a. The effective date of layoff;
  - b. The seniority rating of the employee computed by the Director;
  - c. The seniority ranking of the employee on the layoff list for the particular class involved in the layoff;
  - d. The total number of layoffs for the particular class;
  - e. A statement of the computation of seniority ratings and rankings;
  - f. A copy of the complete layoff list compiled by the Director showing the seniority rating for each employee on the layoff list;
  - g. A statement that the employee has the opportunity to contact the Director or designated representative no later than five (5) business days after receipt of the Notice of Layoff to inspect the records relating to the computation of the layoff list including the employee's seniority rating and ranking, and to meet with the Director or designated representative regarding any corrections related to such list, rating, or ranking. The employee shall be informed that failure to contact or meet with the Director or designated representative within the prescribed period will be deemed a waiver of any objections that might have been raised regarding the list, rating, or ranking;
  - h. A statement that the layoff will be effective on the date indicated unless the appointing authority advises the employee in writing otherwise prior to the effective date and time set forth on the notice;

## ARTICLE 10. PERSONNEL PRACTICES (Cont'd)

- i. A copy of provisions of Rule XIV of the Rules pertaining to layoff.

### D. Approval and Service of Notice

The Notice of Layoff shall be approved by County Counsel prior to its distribution to any employee. The Notice of Layoff shall be served, either personally or by mail, on an employee at least fifteen (15) calendar days prior to the effective date of the layoff.

### E. Order of Layoff

Except for permanent employees who volunteer to be laid off, the order of layoff within the class and in the Department, shall be in the following order (the appointing authority may lay off a volunteer for layoff at any point in this order):

1. Provisional Employee. Definition: An employee who has not completed a probationary period and who has not been appointed to his/her present class from an eligible list.
2. Certified Temporary Employee. Definition: An employee who has not completed a probationary period and has been temporarily appointed from an eligible list for a specified period.
3. Probationary Employee. Definition: An employee who has been appointed to a permanent position from an eligible list and is currently serving, but who has never completed, a probationary period.
4. Permanent Employee. Definition: An employee who has completed a probationary period or a permanent employee who is serving a probationary period in the same or a different class.

Permanent employees shall be laid off according to the layoff ratings, lowest ratings first. The order of layoff within categories (1), (2), and (3), and for permanent employees with equal layoff ratings, shall be at the appointing authority's discretion. Employees on leave shall be laid off or demoted in lieu of layoff as if they were active employees.

### F. Seniority

Seniority is the employee's total hours of continuous County service. All service of a blanketed-in employee shall, for the period prior to classification to the position, be credited for seniority purposes whether or not it was continuous. All seniority is lost upon resignation or dismissal. Any employee who has gained permanent status and is laid off, shall, if reinstated, regain his/her seniority credit possessed at the time he/she was laid off.

## ARTICLE 10. PERSONNEL PRACTICES (Cont'd)

### G. Calculation of Layoff Rating

#### 1. Continuous-service-date to May 23, 1986 ("historical" layoff rating)

The purpose of this "historical" layoff rating is to calculate employees' service credit for purposes of the past to the last day of the full pay period beginning May 9, 1986. These points will constitute employee's layoff rating for the past, to which the points calculated for prospective implementation (standard layoff rating) will be added as provided below:

Historical layoff rating: One (1) point for each hour of continuous (unbroken) service from last date employee was hired into the classified service (80 points for each full biweekly pay period).

#### 2. Standard layoff rating: One (1) point for each hour of paid service (excludes all unpaid leaves or periods of suspension but includes short-term voluntary work furlough), after the day specified in (a) above.

#### 3. Formula for combining historical and standard layoff ratings. Employees in classes identified for layoff shall have their seniority calculated as follows to combine historical and standard ratings:

Total historical ratings: \_\_\_\_\_ Hrs.  
Plus: standard rating: \_\_\_\_\_ Hrs.  
Total: \_\_\_\_\_ Hrs./Points

The total of these two ratings shall constitute the employee's official layoff rating.

### H. Demotion in Lieu of Layoff

The appointing authority shall determine by class, subject to review by the Director, whether demotion shall be afforded employees as an option in lieu of layoff.

At the request of the appointing authority, a permanent employee shall, in lieu of layoff, be afforded the option of demotion within the same department to a position in a lower class, provided that no such demotion shall in turn require the layoff or demotion from such lower class of any employee whose layoff rating is at least as high as that of the demoting employee. A probationary employee may be afforded the opportunity to accept a demotion within the same department to a position in a lower class provided no such demotion shall in turn require the layoff of any employee in the lower class. Such probationer shall not become permanent in the lower class by this action except by completing a new full probation period in such lower class.

## ARTICLE 10. PERSONNEL PRACTICES (Cont'd)

### I. Cash in Lieu of Compensatory Time Off

The Board of Supervisors may approve the payment of cash in lieu of compensatory time off for any employee who is laid off when such payment is in the best interests of the public service.

### J. Eligibility to be Placed on Reinstatement List

A permanent employee who is laid off, demoted in lieu of layoff, or whose compensation ordinance position is to be deleted as a result of the Board of Supervisors having had a second reading of an ordinance amendment to delete the position, shall have his/her name placed on the reinstatement list for the class from which the employee is, or is to be, laid off or demoted in lieu of layoff. Employees shall be on the reinstatement list for two (2) years except that an employee who three (3) times refuses an offer of reinstatement to the class from which he/she was laid off, or to a class of equal status, or fails to respond to an offer of reinstatement, shall have his/her name removed from the reinstatement list following said refusal. In addition, if the employee on the reinstatement list is appointed to a class from which he/she was laid off, or to a different class of equal to or greater status than the reinstatement list class, then his/her name shall be removed from the reinstatement list. An employee who accepts an offer of reinstatement to the class from which he/she was laid off shall also be removed from the reinstatement list upon the date of reinstatement. The placement on the reinstatement list shall be determined in the same manner as for the order of layoff except in the inverse order thereof.

Employees on the reinstatement list shall have the first right of reinstatement to any vacancies in any department for the class for which he/she is eligible for such reinstatement, subject to the following:

1. A new probationary period shall not be required of any employee reinstated to the department from which he/she was laid off;
2. A new probationary period shall be required of an employee reinstated to a different department than that from which he/she was laid off, except that failure of probation shall return the employee to the reinstatement list. In no event shall such failure of probation extend the employee's placement on the reinstatement list beyond two (2) years from the date of placement on it.
3. A reinstated employee will regain his/her seniority credit possessed at the time he/she was laid off, which shall count for purposes of vacation accrual rate and step increase. In addition, the employee's sick leave balance (except for that portion for which the employee paid cash at the time of layoff), and compensatory time off balance accrued as of layoff, shall be reinstated.

## ARTICLE 10. PERSONNEL PRACTICES (Cont'd)

### Section 6. Drug and Alcohol Use Policy

The County and the Association agree on all negotiable provisions of the DRUG & ALCOHOL USE POLICY. This Policy is implemented by inclusion in the County's DRUG & ALCOHOL USE POLICY (which this policy is a part thereof) through appropriate approvals and adoption by the Board of Supervisors. The Chief Administrative Officer shall administer the Policy. Copies of this Policy and the "Support by Employee Organizations" Agreement shall be printed and distributed to all employees covered by this Memorandum of Agreement.

All employees in classifications covered by this agreement shall participate in random periodic unannounced drug tests that comports with the Omnibus Transportation Employee Testing Act of 1991, except that employees shall have up to four hours to report for the testing after notification. The Sheriff may choose to test up to 25% of the bargaining unit each year. Prior to the list of random individuals required to undergo a test being established, the Department shall notify the president of DSASD at least 24 hours in advance, who shall be permitted the opportunity to observe the generation of the list. The president of DSASD shall be provided the names of the individuals randomly selected to undergo testing within 48 hours after the tests are administered.

### Section 7. County Smoking Policy

The administration and regulation of smoking in County facilities shall be in accordance with the amended Ordinance (New Series), County of San Diego Administrative Manual/Board of Supervisors Policy as adopted by the Board of Supervisors and administered by the Chief Administrative Officer.

### Section 8. Time Off for Selection Procedures

An employee shall be entitled to necessary time off with pay to participate in tests of fitness, examinations and interviews required by the appointing authority, or the Director of Human Resources if such procedures are scheduled during the employee's working hours for the purpose of determining eligibility for movement to another class in County service or transfer from one (1) County agency/department to another. If such procedures are not scheduled during the employee's working hours, time spent by the employee is not compensated in any way.

## ARTICLE 11. GRIEVANCE PROCEDURE

This grievance procedure shall be applied in resolving grievances filed by employees covered by this Agreement.

### A. Definition

A grievance is defined as an allegation by an employee or a group of employees

## ARTICLE 11. GRIEVANCE PROCEDURES (Cont'd)

that the County has failed to provide a condition of employment which is established by this Agreement or by the Sheriff's Policy and Procedure Manual, provided that the enjoyment of the condition of employment is not made subject to the discretion of the Sheriff or the County. This grievance procedure shall not apply to matters:

1. Over which the Civil Service Commission has jurisdiction;
2. Covered by the Labor Relations Ordinance;
3. Concerning Performance Reports;
4. Concerning any other subject, unless the subject is covered by the express terms of this Agreement or any portion of the Sheriff's Policy and Procedure Manual that relates specifically to wages, hours and other terms and conditions of employment.

### B. Stale Grievance

A grievance shall be void unless filed in writing within forty-five (45) calendar days from the date upon which the County is alleged to have failed to provide a condition of employment which has been established by this Agreement, or within forty-five (45) calendar days from the time an employee might reasonably have been expected to have learned of the alleged failure. In no event shall a grievance include a claim for money relief for more than the forty-five (45) day period plus such reasonable discovery period.

### C. Informal Discussion with Employee's Supervisor

Before proceeding to the formal grievance procedure, an employee shall discuss his/her grievance with his/her immediate supervisor in private and attempt to work out a satisfactory solution. If the employee and his/her immediate supervisor cannot work out a satisfactory solution, the employee may then choose to represent himself/herself individually, or he/she may request the assistance of an employee representative of his/her choice in reducing to writing and formally presenting the grievance.

### D. Formal Written Grievance to Employee's Supervisor

If the employee chooses to formally pursue his/her grievance, he/she shall present the written grievance to his/her immediate supervisor within fourteen (14) working days after the date upon which the grieving employee informally discussed the grievance with the supervisor. The written grievance shall specify the Article, Section, and/or Subsection of this Agreement or the Sheriff's Policy and Procedure Manual which is alleged to have been violated by the County, and shall specify dates, times, places and persons, and other facts necessary to a clear understanding of the matter being grieved. The immediate supervisor shall return a copy of the written grievance to the employee with his/her answer thereto in writing within fourteen (14) working days after receipt of the written

## ARTICLE 11. GRIEVANCE PROCEDURES (Cont'd)

grievance. If the grievance is not resolved at this level, the employee shall have seven (7) working days from receipt of the supervisor's answer within which to file an appeal to the next level.

### E. Grievance to Superior

The superior shall have seven (7) working days in which to review and answer the grievance in writing after receipt. Although no meeting is required at this level, the employee and his/her representative may be present at and participate in any such meeting as the superior may choose to conduct.

If the grievance is not resolved at this level, the employee shall have seven (7) working days from receipt of the written answer within which to file an appeal to the Sheriff.

### F. Grievance to Sheriff

The Sheriff, or the Sheriff's designee, shall have seven (7) working days in which to review, and answer the grievance in writing. Unless waived by mutual agreement of the employee or his/her representative and the Sheriff or the Sheriff's designee, a meeting is required at this level and the employee and his/her representative shall have the right to be present and participate in such a meeting. The time limit at this level may be extended by mutual agreement between the Sheriff, or the Sheriff's designee, and the employee or his/her representative.

### G. Waiver of Appeal Steps

If the grievance is not resolved after the immediate supervisor has answered it in writing, the grievant and the Sheriff, or the Sheriff's designee, may by mutual agreement waive review of the grievance at the superior level and proceed to present the grievance to the Sheriff.

### H. Advisory Arbitration of Grievances & Binding Arbitration of Appeals of Letters of Reprimand

In the event that the grievance is not resolved by the Sheriff, the grievant may, within thirty (30) days after receipt of the decision of the Sheriff or the Sheriff's designee, made pursuant to paragraph F, request that the grievance be heard by an arbitrator.

### I. Informal Review by Labor Relations Office

Prior to the selection of the arbitrator and submission of the grievance for hearing by said arbitrator, the Labor Relations Office shall informally review the grievance and determine whether said grievance may be adjusted to the satisfaction of the

## ARTICLE 11. GRIEVANCE PROCEDURES (Cont'd)

employee. The Labor Relations Office shall have ten (10) work days in which to review and seek adjustment of the grievance.

### J. Selection of Arbitrator

The arbitrator shall be selected by mutual agreement between the Labor Relations Office and the grievant or his/her representative. If the Labor Relations Office and the grievant or his/her representative are unable to agree on the selection of an arbitrator, they shall jointly request the State Mediation and Conciliation Service to submit a list of five qualified arbitrators. The Labor Relations Office and the grievant or his/her representative shall then alternately strike names from the list until only one name remains, and that person shall serve as arbitrator.

### K. Duty of Arbitrator

Except when an agreed statement of facts is submitted by the parties, it shall be the duty of the arbitrator to hear and consider evidence submitted by the parties and to thereafter make written findings of fact and a disposition of the grievance which shall be advisory in nature except for letters of reprimand which shall be binding. The decision of the arbitrator shall be based solely on the interpretation of the appropriate provisions of the Memorandum of Agreement applicable to the grievance, and he/she shall not add to, subtract from, modify or disregard any of the terms or provisions of the Agreement.

The provisions for arbitration are not intended and shall not be construed to empower an arbitrator to change any condition of employment, specifically covered by the Memorandum of Agreement, or to revise, modify or alter, in any respect, any provision contained in the Agreement.

Upon receipt of an advisory decision, the Sheriff shall, within seven (7) workdays, render a written decision which shall be final on those matters which fall under jurisdiction of the Sheriff.

### L. Payment of Costs

Each party to a hearing before an arbitrator shall bear its own expenses in connection therewith. All fees and expenses of the arbitrator shall be borne one-half by the County and one-half by the grievant. The County of San Diego Sheriff's Department shall pay all fees and expenses of an arbitrator who renders a decision on a letter of reprimand. Each party to the hearing shall bear its own expenses in connection therewith.

### M. Effect of Failure of Timely Action

Failure of the employee to file an appeal within the required time period at any

#### ARTICLE 11. GRIEVANCE PROCEDURES (Cont'd)

level shall constitute an abandonment of the grievance. Failure of the County to respond within the time limit at any step shall result in an automatic advancement of the grievance to the next step.

##### N. Non-Association Representation

In the event that an employee chooses to represent himself/herself, or arranges for representation independent of the Association, the Sheriff and the County shall make no disposition of a grievance which is inconsistent with the terms and conditions of this Agreement. In the event an employee shall elect to go to arbitration independently under paragraph H. hereof, the Association shall have the right to be a full and equal party to such proceeding for the purpose of protecting the interests of its members under the terms of this Agreement.

In the event the Association determines that an inconsistent award has been made, the Association on its own behalf, may file a grievance pursuant to paragraph F of this Article, for the purpose of seeking to amend such disposition.

- O. The grievance procedure is intended to ensure a grieving employee the right to present his/her grievance without fear of disciplinary action or reprisal by a supervisor, superior, or department head.

#### ARTICLE 12. MODIFICATION

This Agreement shall not be modified unless such modification is approved by the Board of Supervisors pursuant to the joint submission and recommendation of the Labor Relations Office and the Association.

#### ARTICLE 13. PROVISIONS OF LAW

If any provision of this Agreement is held invalid by operation of law or by a court of competent jurisdiction, or if compliance with or enforcement of any provision is restrained by any tribunal, the remainder of this Agreement shall not be affected thereby.

#### ARTICLE 14. CONTINUATION OF WAGES, HOURS AND WORKING CONDITIONS

The provisions of this Agreement, together with those subjects of wages, hours and working conditions subject to meet and confer that are currently in existence in writing, or are known to exist and have been approved by a Sheriff's Captain or Officer of higher rank and which are not changed by this Agreement, shall not be revised to adversely affect the employees in this unit during the term of this Agreement unless by mutual agreement or exhaustion of the meet and confer process in accordance with Government Code Section 3500 et. seq.

## ARTICLE 15. CONFLICT OF PROVISIONS

In the event of a conflict between a specific provision of this Agreement and a written rule, regulation or ordinance of the County or any of its divisions, the terms of this Agreement shall prevail and said written rule, regulation or ordinance shall be physically amended to conform to the specific provisions of this Agreement.

## ARTICLE 16. PROHIBITION OF JOB ACTION

Notwithstanding any other provision of this Memorandum of Agreement to the contrary, both parties and each employee in a classification represented by the Association agree that:

- A. The unimpaired continuation of County services is of paramount importance to County residents. Therefore, during the term of this Memorandum of Agreement and during the course of the meet and confer process necessary to conclude a successor Agreement to this Memorandum of Agreement, inclusive of completion of the full impasse process (Article IV, Section 4, of the San Diego County Labor Relations Ordinance), not to exceed 180 days from the declaration of impasse or from the expiration of this Memorandum of Agreement, or from any other extensions agreed to by the parties which may extend the period beyond 180 days, neither the Association nor any employee represented by the Association shall cause, authorize, engage in, or sanction any type of job action which results in less than the full and faithful performance of the duties of employment.
- B. An employee who engages in any activity prohibited in subsection A hereinabove, shall not be entitled to any wages or County-paid benefits whatsoever for the period of the job action. To effectuate this provision, the County may, subject to reasonable notification and opportunity to state, in writing, the employee's position, make payroll adjustments in individual employee's warrants.
- C. In addition to the administrative adjustments authorized by subsection B hereinabove, the County reserves the right to take appropriate disciplinary action for such job action including, but not limited to, discharge.
- D. If the Board of Supervisors, by majority vote, determines to its satisfaction, that subsection A hereinabove has been violated by the Association, the County may take reasonable action(s), exclusive of decertification, against the Association.
- E. The Association, its representatives, and represented County employees shall comply with the provisions of this Memorandum of Agreement and shall make every effort toward inducing all employees in this unit to fully and faithfully perform their duties. In the event of any activity prohibited by subsection A hereinabove, the Association, its representatives, and represented County employees agree to take appropriate steps necessary to assure compliance with this Memorandum of

ARTICLE 16. PROHIBITION OF JOB ACTION (Cont'd)  
agreement.

ARTICLE 17. MEMORANDUM OF AGREEMENT

The County and the Association agree to a 50/50 sharing of cost of printing the MOA up to a maximum of two thousand (2,000) copies to be forwarded to the Association.

ARTICLE 18. RE-OPENER PROVISIONS

A. Revisions to Civil Service Rules and Procedures

Notwithstanding any other provision of this Agreement (with specific reference to Article 12 and Article 14), the Association agrees to meet and confer with the County upon request regarding revisions to Civil Service Rules and procedures and to re-open those provisions of this Agreement which may be affected.

B. Reclassification Study

Notwithstanding any other provision of this Agreement (with specific reference to Article 12 and Article 14), the Association agrees to meet and confer with the County upon request regarding the results of the County-wide reclassification study and to re-open those provisions of this Agreement which may be affected.

C. Deferred Retirement Option Program (DROP)

Notwithstanding any other provision of this Agreement (with specific reference to Article 12 and Article 14) and no earlier than September 1, 2001, the Association or the County agrees to meet and confer with the other party upon request regarding a cost-neutral Deferred Retirement Option Program (DROP) and to re-open those provisions of this Agreement which may be affected.

D. Enterprise Resource Project (ERP) – Modernization of Business Systems

Notwithstanding any other provisions of this Agreement (with specific reference to Article 12), the Association agrees to meet and confer with the County upon request from the County regarding matters within the scope of representation pertaining to implementation of ERP software applications and IT issues and to re-open those provisions of this Agreement which may be affected.

E. Health Plan Task Force

In the event that a health provider bidding program results in benefit modifications during the term of this Agreement or if other benefit modifications are necessary and notwithstanding any other provision of this Agreement (with

ARTICLE 18. RE-OPENER PROVISIONS (Cont'd)

specific reference to Article 12 and Article 14), Article 9, Section 2 entitled "Insurance" shall be re-opened.

The County will convene a Task Force of employee representatives and managers to discuss health care options.

ARTICLE 19. DETERMINATION BY THE BOARD OF SUPERVISORS


This Agreement is hereby submitted to the San Diego County Board of Supervisors by the County representative and the Association for the Board's consideration and approval. Upon approval, this Agreement shall become binding upon the County, the Association and all of the employees in the representation unit covered by this Agreement.

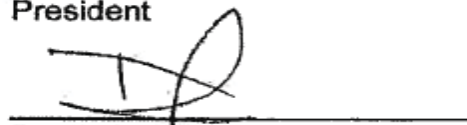
Jointly submitted and recommended this 10<sup>th</sup> day of July, 2018.

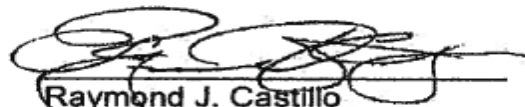
FOR THE COUNTY OF SAN DIEGO:

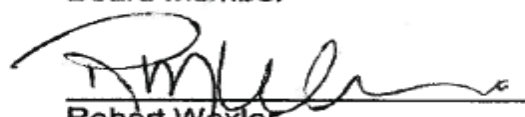
  
Susan Brazeau  
Director, Human Resources

FOR THE DEPUTY SHERIFFS'  
ASSOCIATION OF SAN DIEGO  
COUNTY (SM UNIT):

  
David Leonhardi  
President

  
Dustin Lopez  
Vice President

  
Raymond J. Castillo  
Board Member

  
Robert Wexler  
Attorney